

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM368950

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ATERNITY INFORMATION SYSTEMS LTD.		12/14/2015	COMPANY: ISRAEL
RECEIVING PARTY DATA			
Name:	KREOS CAPITAL V (EXPERT FUND) L.P.		
Street Address:	47 ESPLANADE		
City:	ST HELIER		
State/Country:	JERSEY		
Entity Type:	LIMITED PARTNERSHIP: JERSEY		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Registration Number:	3817783	ATERNITY	
Registration Number:	4013071	ATERNITY	
Registration Number:	3885355	FRONTLINE PERFORMANCE INTELLIGENCE	
CORRESPONDENCE DATA			
Fax Number:			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Email:	aaron.lewin@jmbdavis.com		
Correspondent Name:	JMB DAVIS BEN-DAVID		
Address Line 1:	8 HARTOM STREET		
Address Line 4:	JERUSALEM, ISRAEL		
ATTORNEY DOCKET NUMBER:	96088/13.995		
NAME OF SUBMITTER:	Aaron Lewin		
SIGNATURE:	/Aaron Lewin/		
DATE SIGNED:	01/13/2016		
Total Attachments: 7			
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U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT

This U.S. INTELLECTUAL PROPERTY SECURITY AGREEMENT ("**IP Security Agreement**") dated December 14, 2015, is made by and between (i) **Aternity Information Systems Ltd.**, a corporation organized under the laws of the State of Israel, with registered offices at 3 Hanagar St., P.O. Box 7161, Hod Hasharon, 4501306, Israel (the "**Grantor**"), and (ii) Kreos Capital V (Expert Fund) LP ("**Kreos**"), a company incorporated in Jersey under registered number 87844 whose registered office is at 47 Esplanade, St Helier, Jersey.

WHEREAS, Kreos, the Grantor and Aternity Inc. (the "**Parent**"), have entered into that certain Agreement for the Provision of a Loan Facility dated December 14, 2015 (the "**Loan Agreement**"), to which a Debenture - Floating Charge (the "**Debenture - Floating Charge**") and a Debenture - Fixed Charge (the "**Debenture - Fixed Charge**"), in each case executed by Grantor and Kreos, are attached as exhibits; and

WHEREAS, under the terms of the Debenture - Floating Charge, the Grantor has agreed, among other things, to grant a first priority (subject to the Permitted Security Interests, as such term is defined in the Loan Agreement) floating charge over the intellectual property of the Grantor to Kreos and under the Debenture - Fixed Charge, the Grantor has agreed, among other things, to grant a first priority (subject to the Permitted Security Interests) fixed charge over certain specific intellectual property of the Grantor to Kreos, and the Grantor has agreed as a condition thereof and in addition to the creation of the charges pursuant to the Debenture - Fixed Charge and the Debenture - Floating Charge, to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office on any intellectual property owned by it throughout the term of this IP Security Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, Grantor agrees as follows:

Section 1. Grant of Security. Subject to the provisions of the Debenture - Floating Charge and the Debenture - Fixed Charge (collectively, the "**Charge Agreements**"), the Grantor hereby grants to Kreos a security interest in and to all right, title and interest to (i) the registered United States patents and pending applications as set forth in **Schedule A** hereto together with all reissues, divisions, continuations, continuations-in-part, extensions and reexaminations thereof, and all rights therein provided by international treaties or conventions (the "**Patents**"), (ii) the registered trademarks, service marks, trade names and domain names, and applications therefore as set forth in **Schedule A** hereto together with all goodwill associated with such trademarks and service marks and all rights therein provided by international treaties or conventions (the "**Trademarks**"), and (iii) all copyrights and those registrations and applications therefore set forth in **Schedule A** (the "**Copyrights**"), all as currently owned by the Grantor or which shall be owned in the future by the Grantor (the "**Collateral**"). Schedule A shall be updated pursuant to the provisions of Section 3.8(i) of the Loan Agreement upon the application for, or acquisition of, any new Patents or Trademarks in the United States by the Grantor, and the Grantor shall file amendments to Schedule A to that effect pursuant to said subsection of the Loan Agreement.

Section 2. Security for Obligations. The grant of a security interest in the Collateral by Grantor to Kreos under this IP Security Agreement secures the performance of all obligations and the payment of all money and liabilities owed or incurred by Grantor and Parent to Kreos now or hereafter existing under or in respect of the Loan Agreement and the Charge Agreements, or under any other future financing arrangement between the Company and the Creditor (as defined in the Charge Agreements) (the “**Secured Obligations**”).

Section 3. Recordation. Grantor authorizes and requests that the Commissioner of Patents and Trademarks record this IP Security Agreement.

Section 4. Right to Request Information. Kreos shall have the right to request, once every six (6) calendar months, and Grantor shall, as soon as practically possible, provide upon such request, information reasonably required in order to confirm that Schedule A is updated.

Section 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Loan Agreement and the Charge Agreements. Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, Kreos with respect to the Collateral are more fully set forth in the Loan Agreement and/or the Charge Agreements and in the event of any contradiction between this IP Security Agreement and the Loan Agreement or the Charge Agreements, the provisions of the Loan Agreement or the Charge Agreements will prevail.

Section 6. Governing Law; Forum for Dispute Resolution. This Agreement shall be governed by and construed according to the laws of the State of Israel, without regard to the conflict of laws provisions thereof. Any dispute arising under or in relation to this Agreement shall be resolved in the competent court for the Tel Aviv-Jaffa district, and each of the parties hereby submits exclusively and irrevocably to the jurisdiction of such court. Provided, however, that the Creditors shall not be prevented from taking proceedings relating to the Collateral in any other jurisdiction in which any Collateral is registered.

Section 7. Termination. This IP Security Agreement and the security interest granted hereunder to Kreos shall terminate and be of no force upon satisfaction in full of the Secured Obligations. Upon termination of this IP Security Agreement and the security interest granted to Kreos hereunder, Kreos shall as soon as practically possible execute all documents reasonably necessary to remove the security interest granted by Grantor hereunder and take any action reasonably necessary to remove the security interest granted by Grantor hereunder, including without limitation, the filing of a Termination Statement in the USPTO for the affected Patents and Trademarks.

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IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ATERNITY INFORMATION SYSTEMS LTD.

By: _____

Name: Amnon Yacoby

Title: Director

KREOS CAPITAL V (EXPERT FUND) LP

By: _____

Name: _____

Title: _____

IN WITNESS WHEREOF, Grantor and Kreos have caused this IP Security Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the date first above written.

ATERNITY INFORMATION SYSTEMS LTD.

By: _____

Name: _____

Title: _____

KREOS CAPITAL V (EXPERT FUND) LP

By: _____

Name: _____

Title: _____

SCHEDULE A

Intellectual Property

1. Patent and patent applications

Docket	Country	Status	Provisional	App. Number	Title	Inventors	Dates	Law firm	Law docket
1	US (CIP)	Granted 9,032,254		13/628,804	REAL TIME MONITORING OF COMPUTER FOR DETERMINING SPEED OF VARIOUS PROCESSES	Shochat Eden; Elkind David	12/05/2015	Reinhold Cohn & Partners	(Client Case:2009) - (060441)
2	US	Granted 8,307,246		12/608,451	REAL TIME MONITORING OF COMPUTER FOR DETERMINING SPEED OF VARIOUS PROCESSES	Shochat Eden; Elkind David	06/11/2012	Reinhold Cohn & Partners	(Client Case:2009) - (060441)
3	US	Granted 8,352,589		11/316,452	SYSTEM FOR MONITORING COMPUTER SYSTEMS AND ALERTING USERS OF FAULTS	Ridel Lenny; Lahav Shlomo; Rubinshtein Miki; Freydin Boris; Shochat Eden; Kapon Orit Kislev	08/01/2013	Reinhold Cohn & Partners	-(Client Case:2005)- (060442)
4	US	No. 7,788,366		US 10/567,662;	CENTRALIZED NETWORK CONTROL	Yacoby Amnon ; Shochat Eden		Reinhold Cohn & Partners	-(Client Case:2004)- (060443)
5	US	Published US-2015-0220417-A1		14/170,827	MONITORING USER ACTIVITY AND PERFORMANCE OF COMPUTERIZED DEVICES	Diment Andrey ; Leshman Amir ; IVANOV Konstantin; Karmazin Yigal;	06/08/2015	Reinhold Cohn & Partners	061496
6	US	Granted 7,788,366		10/567,662	CENTRALIZED NETWORK CONTROL	Yacoby Amnon; Shochat Eden	31/08/2010	Reinhold Cohn & Partners	-(Client Case:2004)-

7	US	Abandoned US 2010- 0306374		12/804,676	CENTRALIZED NETWORK CONTROL	Yacoby Amnon; Shochat Eden	02/12/2010	Partners Reinhold Cohn & Partners	(060443) -(Client Case:2004)- (060443)
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2. Trademarks and trademarks applications

Mark	File /Country	Registration Date	Registration Number	Status
ATERNITY	US	13/07/2010	3,817,783	Registered
ATERNITY	US	16/08/2011	US Registration 4,013,071	Registered
FRONTLINE PERFORMANCE INTELLIGENCE	US	07/12/2010	US Registration 3,885,355	Registered

3. Web domains

enduserexperience.com
 enduserexperience.info
 enduserexperience.net
 enduserexperience.org
 enduserexperience2day.com
 eue.guru
 eue.tips
 eue.today
 eue2day.com
 mapm.biz
 mapm.info
 mapm.mobi
 mapm.solutions
 myaternity.com
 workforceapm.com
 workforceapm.info
 workforceapm.net

workforceapm.org
aternity.com

4. Software and products of the company (including software and products which are still in development).
5. Description of the Company's know how.